Contract ID: 2924

Infogain Corporation
SOW rPOS Architecture

ContractFile

Circuit City Stores, Inc.
Andrew Marshman
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Vendor	Title
Infogain Corporation	SOW rPOS Architecture

Please Copy: Andrew Marshman

Justin Schauer

Diana Highsmith

Jack Ehrhardt

Wayne Luck

Vendor Contact: Ray Allen
VP & General Manager

(W) 512-694-8602
(C)

ray.allen@infogain.com

Contract Information:

Contract Type:	SOW - Fixed Price
Contract Start Date:	
Contract End Date:	None
Contract Value:	$83,000.00
Description:	

Proprietary and Confidential - Not to be disclosed outside of Circuit City Stores, Inc.

EXHIBIT

E

Statement of Work #4

This Statement of Work 4 ("SOW") is made effective as of July 28, 2008 (the "**SOW Effective Date**") by and between **Circuit City Stores, Inc.,** a Virginia corporation ("**Circuit City**") and INFOGAIN CORPORATION, a California corporation ("**Supplier**"), recites and provides as follows:

WITNESSETH:

Under the terms of a Master Services Agreement dated August 27, 2007 between Circuit City and Supplier (the "**MSA**"), which is incorporated herein by reference, Circuit City and Supplier set forth certain terms and conditions for Supplier's performance of Services for and on behalf of Circuit City, such Services to be more particularly described in one or more statement(s) of work (or Addenda) to be executed by the parties; and

Under the terms and conditions of this SOW, Circuit City desires to engage Supplier, and Supplier agrees to such engagement, relating to the Services more particularly described herein. In the event of a conflict between the terms of the MSA and this SOW, the MSA will prevail unless the corresponding section of this SOW expressly states that it will govern such conflict.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Definitions.

Unless otherwise provided in this SOW, terms used herein shall be as defined in the MSA.

2. Project Scope.

Circuit City wishes to engage the services of Supplier for the purposes described below in Section 3 ("**Services**").

Statement of Work #4

3. Description of Services

This time and material SOW covers work contracted related to participating in the review and refine of the rPOS architecture so that it better aligns with the functional and supplemental requirements for Circuit City.

High Level Activities:
1. Consolidate existing stakeholder feedback collected through various exercises
2. Gather all applicable information available on the system architecture and current state
3. Attempt to quantify pain points and establish success criteria
4. Distill a core set of system issues to be addressed
5. Review all POS solutions (DPS, Magellan, and rPOS) to establish a functional and architectural baseline for each ("As-Is" state)
6. Perform a set of solutioning exercises related to the system issues where solutions are identified and recommendations are made
7. Document the core set of architectural decisions and a base set of architectural documentation (see deliverables) for the resulting solution ("To-Be" state)
8. Present findings

Deliverables:
1. list of rPOS Archtectural Recommendations
2. Architecture Decisions Document
3. System Interface Specification
4. A Component Model
5. Failure Analysis and Recovery Document
6. Six Solution Outlines
    a. Broker Pattern
    b. Inventory Management
    c. Order Management
    d. Systems Management
    e. Disaster Recovery
    f. Multi-Channel Sales
7. Workstream Map and High level Project Estimates

Statement of Work #4

3 Week Assessment Plan

Kickoff Meeting	Level set goals and objectives
Enterprise Domain and Context Model	Define and document Solution Boundaries and Relationship at the Domain level
Review Sales Non-Functional Requirements	Review requirements that will guide architecture
Availability, Extensibility, Configurability, Reliability, Scalability	
Environment, Standards (Development, deployment, Integration, Technology,, etc)	
Capacity Analysis & Planning, Configuration Management, Systems Management	
Disaster Recovery, Failure Management, Backup and Recovery	
Security Requirements	
Performance	
Quality of Service, Service level agreements	
Key Sales Architectural Decisions	Review key solution decisions and assumptions that will guide the architecture
Key Entity Relationships (Customer, Transaction, Order)	
High Level Deployment Model (Centralized, Decentralized, Hybrid)	
Integration Strategies and Applicability(ESB, Queues, Async, Sync,	
Configuration Management	
Systems Management	
Standards & Technology Selections	
Enterprise Domain Integration	Specify key integration points between Enterprise Domains with a focus on Sales Domain Integrations
Sales Domain Definition	Define architectural specifics within the Sales Domain
Sales Logical Component Model	
Sales Deployment Model	
Sales Context Model	
Sales Data Management and Residency	
Sales Activity Diagrams	
Sales Integration Map	
Sales Integration Specification	
Gap Analysis	Identifying Gaps from existing solution and desired solution
Non-Functional Requirement Gaps	
Key Architectural Decision Gaps	
Components Gaps	
Deployment / Environment Gaps	
Data Management and Residency Issues	
Integration Issues	
High Level Solutioning on Gaps	Initial solutioning exercise on Gaps
Presentation of Initial Results	

Statement of Work #4

4. Key Individuals.

This scope of work outlines a series of collaborative exercises and deliverables that will require a cross functional team made up of experts in the overall architectural strategy for Circuit City and experts in the Sales solution.

The following Infogain resources (each an "Individual Consultant") are proposed to participate and drive this exercise.

Resource Role	Resource Name	Hourly Billable Rate (USD)	Start Date	End Date	Term of Assignment
Retail Executive	Ray Allen	$0 OR $300	07/28/2008	08/22/2008	3 weeks
Solution Architect – Retail Enterprise & 360Commerce	Chris Emery	$140	07/28/2008	08/22/2008	3 weeks
Solution Architect – Data Integration	Prabhjot Singh	$125	07/28/2008	08/22/2008	3 weeks
Solution Architect – Integration, Infrastructure, and Performance	Ashish Mital	$125	07/28/2008	08/22/2008	2 weeks

Infogain is offering to eliminate Ray Allen's bill rate if the total of partnership value across all SOWs between Supplier and Circuit City exceeds 600K for the months of July, August, and September (based on work date). This amount would be determined based on all services provided across all development and support acitivies between Circuit City and Infogain and shall be referred to as the Quarterly Partnership Level.

In addition to reallocating those costs to the immediate support and development of the solution, Infogain is offering a complimentary offshore team of 4 resources for support and development during the months of August and September if the Quarterly Partnership Level is achieved.

Circuit City Representative: Jack Ehrhardt
                                                         (840) 486-4070

5. Confidentiality and Work Made for Hire.

The Supplier and Circuit City agree that confidentiality and Work Made for Hire concepts (as reflected in the MSA) are of the utmost importance and are an integral part of this engagement. As such, Supplier agrees to make each of the Individual Consultants appearing in the Section 4 above aware of these provisions in the MSA and return to Circuit City a copy of the certification appearing

Statement of Work #4

as <u>Exhibit A</u> to this SOW (the "**Individual Consultant Certification**") as executed by the Consultant. Supplier acknowledges that a failure to supply the Individual Consultant Certification to Circuit City may result in a delay of engagement through no fault of Circuit City.

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6. Fees and Terms of Engagement.

Payment Terms: Payments shall be invoiced and paid as described in the MSA. All invoices must be sent to Circuit City monthly in arrears.

Estimated Start Date: August 1, 2008
Estimated End Date: October 20 , 2008

Total value may not exceed $83,000 based on the specifications in this SOW. If during the course of executing the Deliverables in this SOW any additional project components are requested by Circuit City, or specifications of materials change, such changes shall be handled as per section 7 of this SOW.

Other Terms: Circuit City for any reason may demand that Supplier replace an Individual Consultant with a new Individual Consultant satisfactory to the Circuit City. In such an event Supplier must provide a replacement resource within a reasonable time frame, defined as not more than 5 business days. Any travel required for the purpose of above services will be invoiced to Circuit City on actual. Travel expenses are subject to Circuit City's Travel and Expense Policy, which will be made available upon request. In no event will travel expenses exceed 10% of actual fees payable under this SOW

7. Changes. Any changes to this SOW will be effective upon the written consent of both parties.

[SIGNATURE PAGE FOLLOWS]

Statement of Work #4

IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the SOW Effective Date above.

CIRCUIT CITY STORES, INC.

BY: _____

NAME: W. B. Luck

TITLE: VP, IT Business Applications

DATE: 9/17/08

INFOGAIN CORPORATION

BY: _____

NAME: Ray Allen

TITLE: VP & General Mgr

DATE: Sept 4, 2008

Statement of Work #4

Exhibit A – Individual Consultant Certification

I, _Chris Emery_, an employee of Infogain Corporation (the "**Supplier**"), certify that the Supplier has made me aware of and shown me a copy of the provisions in the Master Services Agreement between Supplier and Circuit City Stores, Inc. relating to Confidentiality and Work Made for Hire principles. I further certify that I understand these obligations and I agree to be bound by the terms of these provisions in the same manner as the Supplier.

Acknowledged and confirmed this _9_ day of _September_ 200_8_.

BY: _Chris Emery_

NAME: _Chris Emery_

TITLE: _Consultant_

Witness:

BY: _Maneesh Sharma_

NAME: _MANEESH SHARMA_

Witness:

BY: _____

NAME: _DINESH GAUTAM_

Statement of Work #4

Exhibit A – Individual Consultant Certification

I, _ASHISH MITAL_, an employee of Infogain Corporation (the "**Supplier**"), certify that the Supplier has made me aware of and shown me a copy of the provisions in the Master Services Agreement between Supplier and Circuit City Stores, Inc. relating to Confidentiality and Work Made for Hire principles. I further certify that I understand these obligations and I agree to be bound by the terms of these provisions in the same manner as the Supplier.

Acknowledged and confirmed this _8_ day of _SEP_, 200_8_.

BY: _ASHISH MITAL Ashishmital_

NAME: _____

TITLE: _CONSULTANT_

Witness:

BY: _Maneesh Sharma_

NAME: _MANEESH SHARMA_

Witness:

BY: _Dinesh_

NAME: _DINESH GAUTAM_

Statement of Work #4

Exhibit A – Individual Consultant Certification

I, _RAY Allen_____, an employee of Infogain Corporation (the "**Supplier**"), certify that the Supplier has made me aware of and shown me a copy of the provisions in the Master Services Agreement between Supplier and Circuit City Stores, Inc. relating to Confidentiality and Work Made for Hire principles. I further certify that I understand these obligations and I agree to be bound by the terms of these provisions in the same manner as the Supplier.

Acknowledged and confirmed this _2_ day of _Sept_, 200_8_

BY: _Ray Allen_____

NAME: _Ray Allen_____

TITLE: _VP of General Mgr._____

Witness:

BY: _Maneesh Sharma_____

NAME: _MANEESH SHARMA_____

Witness:

BY: _____

NAME: _DINESH GAUTAM_____

Statement of Work #4

Exhibit A – Individual Consultant Certification

I, ___*PRABJOT*___ ___*SINGH*___, an employee of Infogain Corporation (the "**Supplier**"), certify that the Supplier has made me aware of and shown me a copy of the provisions in the Master Services Agreement between Supplier and Circuit City Stores, Inc. relating to Confidentiality and Work Made for Hire principles. I further certify that I understand these obligations and I agree to be bound by the terms of these provisions in the same manner as the Supplier.
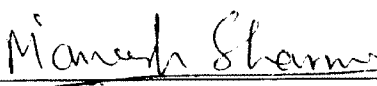
Acknowledged and confirmed this ___ day of _____, 200__.

BY: _____

NAME: *PRABJOT SINGH*

TITLE: *ASSOCIATE CONSULTANT*

Witness:

BY: *Manish Sharma*

NAME: *MANEESH SHARMA*

Witness:

BY: _____

NAME: *DINESH GAUTAM*